

# **Exhibit J**

Intellectual Property Department

**Ajinomoto Co., Inc.**

1-1, Suzuki-cho, Kawasaki-ku,

Kawasaki, Kanagawa 210-8681 Japan

Telephone:81-44-244-7182 Facsimile:81-44-244-9619

March 27, 2002

**BY FEDERAL EXPRESS**

Mr. Nick Rosa  
President  
The NutraSweet Company  
10 South Wacker Drive, Suite 3200  
Chicago, IL 60606

CC: David T. Bowman, General Counsel  
The NutraSweet Company

CC: J.W. Childs Associates, L.P.  
Attn: Managing Partner  
111 Huntington Avenue - Suite 2900  
Boston, MA 02199-7610

Re: Notice of Breach of Release and License Agreement

Dear Mr. Rosa:

I am writing with reference to the Release and License Agreement ("Agreement"), dated May 25, 2000, among Ajinomoto Co., Inc. ("Ajinomoto"), The NutraSweet Company ("NSC") and Monsanto

Corporation, to provide formal Notice of Breach in accordance with Section 6.2 of the Agreement.

As we have been discussing, Ajinomoto believes that NSC currently is in breach of Section 2.1 and 2.3 of the Agreement, in that it is itself exporting, knowingly selling to third parties who are exporting, or otherwise participating in the export, to the Excluded Territories of aspartame manufactured under Ajinomoto's U.S. patents. In particular, and as we have discussed, to our understanding, there were two shipments of NSC-manufactured aspartame exported in June and September 2001 leaving from NSC's plant in Augusta, Georgia and shipped to MB Sveda in Gothenberg, Sweden, and a third shipment exported in July 2001 to Ashdod, Israel. We also are aware of communications in which NSC encouraged one or more customers in the Excluded Territories to purchase NSC-manufactured aspartame from a distributor in the Excluded Territories that is receiving the aforementioned illegal exports. Based on our discussions with you, it would appear that the incidents that we have identified to you are not isolated incidents, and that other similar transactions also may have occurred and may occur in the future.

The information and explanations you have provided to Ajinomoto to date do not demonstrate that these activities are not breaches of the Agreement. Thus, by this letter Ajinomoto hereby formally notifies you in accordance with Section 6.2 of the Agreement that NSC is in breach of the Agreement. Ajinomoto therefore demands that NSC cure these breaches promptly, and in any event within sixty days of this notice as required under the Agreement, or else provide additional information sufficient to demonstrate to Ajinomoto that these activities are not breaches of the Agreement.

Ajinomoto reserves its rights under the Agreement, including the right to terminate the Agreement, and to pursue all of the remedies that are available to it under U.S. and other applicable laws, including injunctive relief, damages for injuries suffered, and recovery

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of the legal fees and expenses that Ajinomoto may incur in proceeding against you.

Very truly yours,

A handwritten signature in black ink, appearing to be 'T. Kono', written in a cursive style.

Tetsuo Kono, Ph.D.  
General Manager  
Intellectual Property Department  
Ajinomoto Co., Inc.

CC: Mr. T. Takahashi, Sweetener Dept.

Mr. T. Miyama

Dr. H. Morioka

Mr. Joshua Rawson, Cleary, Gottlieb, Steen & Hamilton